UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

DOC #
Judge Berman

CADWALADER, WICKERSHAM & TAFT LLP,

Plaintiff,

-against-

ONEBEACON AMERICA INSURANCE COMPANY, SEATON INSURANCE COMPANY and CAVELL USA INC.,

Defendants.

Case No. 05 CV 4244

COMPLAINT

Plaintiff, Cadwalader, Wickersham & Taft LLP, as and for its complaint against defendants OneBeacon America Insurance Company, Seaton Insurance Company and Cavell USA Inc. alleges:

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NATURE OF THE ACTION

1. This case arises out of the refusal of defendants OneBeacon America Insurance Company ("OneBeacon") and Seaton Insurance Company ("Seaton") to pay for legal services rendered by plaintiff, Cadwalader, Wickersham & Taft LLP ("Cadwalader"). The controversy, however, goes well beyond mere breach of contract. As discussed below, OneBeacon and Seaton – acting through defendant Cavell USA Inc. ("Cavell") – withheld payment and engaged in still other misconduct in an effort to coerce Cadwalader to settle for substantially less than is owed to it. Defendants' conduct entitles Cadwalader to recover damages under Chapter 93A of Massachusetts General Laws, which proscribes unfair and deceptive trade practices, and/or under comparable provisions of New York law.

PARTIES, JURISDICTION AND VENUE

2. Plaintiff, Cadwalader, is a registered limited liability partnership organized and existing pursuant to the laws of the State of New York, with its principal place of business located in New York, New York. No Cadwalader partner is a citizen of Delaware, Massachusetts or Rhode Island, where defendants are incorporated and maintain their principal places of business.

3. Defendant OneBeacon, the successor-in-interest to Commercial Union Insurance Company ("Commercial Union"), is an insurance company organized and existing pursuant to the laws of the State of Massachusetts, with its principal place of business located in Boston, Massachusetts. OneBeacon is licensed to transact insurance in the State of New York.

4. Defendant Seaton is an insurance company organized and existing pursuant to the laws of the State of Rhode Island, with its principal place of business located in Providence, Rhode Island. Seaton is licensed to transact insurance in the State of New York.

5. Upon information and belief, defendant Cavell, formerly known as Ken Randall America, Inc., is a corporation organized and existing pursuant to the laws of the State of Delaware, with its principal place of business located in Cambridge, Massachusetts. Cavell provides claim management and other run-off services to defendants OneBeacon and Seaton on discontinued portions of those insurers' books of business.

6. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)(1) because the citizenship of the parties is diverse and the amount in controversy is in excess of $75,000, exclusive of costs and interest.

7. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(a) because a substantial part of the events giving rise to the claims asserted herein (in particular, non-payment of Cadwalader's invoices for legal work performed largely in New York) occurred in the

Southern District of New York. Additionally, each of the defendants is subject to personal jurisdiction in New York.

CADWALADER'S SERVICES FOR
COMMERCIAL UNION (NOW ONEBEACON)

8. In July 2000, when a group of lawyers with a reinsurance practice (the "Reinsurance Group"), joined Cadwalader, Commercial Union, which had been a client of the Reinsurance Group for many years, became a Cadwalader client.

9. Commercial Union first retained the Reinsurance Group in May 1993. Between May 1993 and July 2000, when the Reinsurance Group joined Cadwalader, the Reinsurance Group represented Commercial Union in a variety of matters. Throughout this period, Commercial Union typically paid its bills for professional services and disbursements promptly and in full, and was considered by the Reinsurance Group to be a good and valued client.

10. Upon becoming a Cadwalader client in July 2000, Commercial Union agreed to pay Cadwalader for the legal services provided by Cadwalader to Commercial Union, at Cadwalader's usual and customary rates, which Commercial Union understood and agreed were subject to periodic change (typically, annually). Commercial Union also agreed to pay all disbursements and charges incurred by Cadwalader in rendering legal services to it.

11. After July 2000, Cadwalader represented Commercial Union in a variety of matters and, for a time, Commercial Union generally paid its bills for professional services and disbursements promptly and in full, and was thus considered a valued and good Cadwalader client.

12. In 2001, shortly after a change in Commercial Union's ownership and the adoption by Commercial Union of its current name (OneBeacon), Commercial Union's practice

of promptly remitting payments began to change. Commercial Union, now OneBeacon, started to become a slow payer. Where once bills were paid within 30 to 45 days of receipt, now bills regularly remained unpaid for 90 days or longer and, even then, often were only paid after OneBeacon received one or more reminders that Cadwalader's invoices remained unpaid.

13. In or about November 2001, Cadwalader advised OneBeacon that if OneBeacon did not pay all outstanding invoices by year-end (December 31, 2001), Cadwalader would have to consider resigning as OneBeacon's counsel on all open matters. OneBeacon assured Cadwalader that Cadwalader would receive prompt payment on all outstanding invoices. In the following few months, OneBeacon cleared most of its open balances. Only one invoice – for $15,531.98 – remained unpaid as of January 31, 2002.

14. During 2002, OneBeacon was again slow to pay bills and, at year-end, a substantial balance (roughly $ 1.3 million) remained unpaid. Once again, Cadwalader advised OneBeacon that if OneBeacon did not bring its account current, Cadwalader would have to consider resigning as OneBeacon's counsel. Once again, OneBeacon assured Cadwalader that Cadwalader would receive prompt payment on all outstanding invoices. In January 2003, Cadwalader received payments on several of the older outstanding invoices. Those payments reduced the balance owed by OneBeacon to Cadwalader to less than $1 million.

15. During 2003, the balance owed by OneBeacon to Cadwalader grew substantially, in part because Cadwalader represented OneBeacon at two arbitration hearings (one in March 2003 and one in May 2003) and was preparing a third matter for a federal court trial then scheduled for October 2003.

16. On August 11, 2003, Cadwalader wrote to OneBeacon to address Cadwalader's unpaid invoices, which, in the aggregate, then exceeded $3.4 million on the matters Cadwalader had handled or was then handling for OneBeacon. Cadwalader attached a

schedule of open invoices with its letter. The schedule reflected that OneBeacon still owed Cadwalader roughly $900,000 on amounts billed and due in 2002, and that OneBeacon had not paid any of Cadwalader's 2003 invoices. Cadwalader explained that it could not and would not allow this situation to continue and that Cadwalader would cease all work on all matters it handled for OneBeacon unless Cadwalader received a substantial payment by September 1, 2003 and had negotiated an acceptable mechanism with OneBeacon to ensure that, going forward, OneBeacon would periodically bring its account current. Cadwalader expressed the hope that it and OneBeacon could preserve the parties' longstanding relationship but impressed upon OneBeacon that the practice of law was a business and that Cadwalader, like OneBeacon itself, had to manage its receivables and cash flow and could not and would not continue to provide services without being paid for them (and reimbursed for disbursements) in a timely fashion.

17. OneBeacon responded to Cadwalader's August 11, 2003 letter by stating that it had reviewed some of Cadwalader's invoices (several of which were now nearly a year old) and would soon be remitting a payment of roughly $1.25 million. In addition, OneBeacon stated that it had been "auditing the outstanding Cadwalader invoices for some time" – information OneBeacon had not previously disclosed to Cadwalader – and now had questions concerning certain portions of certain invoices, most of which OneBeacon had retained without objection for four months or more. OneBeacon added that its audit was ongoing and that as it completed its review of additional invoices, it might make further payments.

18. On August 26, 2003, Cadwalader wrote to OneBeacon, stating that it had received and reviewed OneBeacon's purported reasons for non-payment of certain items on certain invoices and had to question OneBeacon's good faith in asserting the reasons it did. OneBeacon now contended that task descriptions were inadequate notwithstanding that the same descriptions had been used by Cadwalader – and, before it, the Reinsurance Group – without

objection or comment for nearly eight years. Cadwalader rhetorically asked how billing practices that historically had been satisfactory to OneBeacon could suddenly warrant withholding payment. Cadwalader also stated that OneBeacon's express rationale for not paying for many services was internally inconsistent. In response to OneBeacon's claim of "inadequate/vague description – charge is excessive for task – need additional information," Cadwalader pointedly asked: "If you [OneBeacon] find a task description so vague or inadequate as to require additional information, on what basis do you, or can you, contend that the amount charged for that task is excessive?" (Not surprisingly, OneBeacon has not responded to this question.)

19. Despite several discussions, OneBeacon remained unwilling to bring its account current and, effective September 1, 2003, Cadwalader formally resigned as OneBeacon's counsel, subject to court (or other) approval, where necessary.

20. Despite its resignation, Cadwalader continued to provide certain services to OneBeacon (at OneBeacon's request and with OneBeacon's consent and concurrence), most notably in a matter then scheduled for trial in October 2003. Cadwalader continued to provide services in that matter until October 2, 2003, the date another firm assumed full responsibility for the case and Cadwalader was permitted by the court to withdraw as counsel.

21. On October 29, 2003, OneBeacon remitted $689,549.75 to Cadwalader in partial payment of several invoices that OneBeacon had not reviewed beforehand. This payment and one received on November 5, 2003 (the last payment received from OneBeacon) reduced OneBeacon's unpaid balance to $1,992,986.53. OneBeacon's outstanding balance as of today's date is $2,028,903.57, of which $1,992,085.11 is for unpaid fees and $36,818.46 is for unpaid disbursements.

CADWALADER'S SERVICES FOR SEATON

22. In August 2000, Seaton retained Cadwalader to represent it in an arbitration commenced against it by one of its reinsureds. Cadwalader represented Seaton in the proceeding through an evidentiary hearing, which was conducted in January 2003, and for a short time thereafter. Following the hearing, the arbitration panel issued an award favorable to Seaton, relieving Seaton of substantial liability.

23. Upon becoming a Cadwalader client in August 2000, Seaton agreed to pay Cadwalader for the legal services provided by Cadwalader to Seaton, at Cadwalader's usual and customary rates, which Seaton understood and agreed were subject to periodic change (typically, annually). Seaton also agreed to pay all disbursements and charges incurred by Cadwalader in rendering legal services to Seaton.

24. For a time, Seaton generally paid its bills for professional fees and disbursements in full within an acceptable timeframe. This practice, however, changed in 2003, following completion of Cadwalader's services.

25. Suddenly, task descriptions that had been satisfactory beforehand, no longer were so. Seaton now began to assert for the first time that entries in Cadwalader's statements provided "inadequate/vague task descriptions" and were "excessive for task." Cadwalader explained to Seaton – as Cadwalader explained to OneBeacon – that Seaton's reason for withholding payment appeared contrived and, in any event, was internally inconsistent. Seaton could not on the one hand assert that "additional information" was needed by it to understand the services performed by Cadwalader and, at the same time, conclude that the time devoted to performing those services (the particulars of which Seaton claimed not to know) were excessive.

26. During 2003, Cadwalader billed Seaton $135,713.56 in professional fees and expenses. Of this amount, Seaton paid only $35,250.95, leaving an unpaid balance of $100,462.61 due to Cadwalader, of which $84,366.50 is for unpaid fees and $16,096.11 is for unpaid disbursements.

27. Prior to 2003, Cadwalader had billed Seaton $273,050.66 in fees and disbursements, all of which Seaton paid in full without question.

CAVELL'S ROLE IN THIS CONTROVERSY

28. In or about 2001, Cavell (formerly Randall America) was retained by OneBeacon and Seaton to oversee the run-off of discontinued books of those insurers' business. In this capacity, Cavell assumed responsibility for managing disputes that OneBeacon and Seaton had with their reinsureds (or cedents) and reinsurers, including disputes in which Cadwalader represented OneBeacon and Seaton.

29. Beginning in 2001, Cavell began to review, and had responsibility on behalf of OneBeacon and Seaton to approve and pay, Cadwalader's bills for professional services and disbursements.

30. As indicated above, for a year or more, Cavell paid Cadwalader's bills for professional services and disbursements in full, albeit slowly at times, both for OneBeacon and Seaton.

31. In 2003, after a substantial unpaid balance had already accrued for OneBeacon (in excess of $2 million) and on the eve of Cadwalader beginning two additional hearings for OneBeacon, each of which involved a multi-million dollar reinsurance dispute, Cavell began to question the adequacy and propriety of billing practices that Cadwalader had long used and that OneBeacon (and Cavell) had never before indicated any dissatisfaction or discomfort with.

32. In 2003, after Cadwalader had represented Seaton in an arbitration hearing, prevailing on the key issue, and, in so doing reducing Seaton's exposure substantially, Cavell began to question the adequacy and propriety of billing practices that Cadwalader had long used and that Seaton (and Cavell) had never before indicated any dissatisfaction or discomfort with.

33. In response to Cavell's August 2003 assertion that many task descriptions on invoices sent by Cadwalader to OneBeacon and Seaton were inadequate and vague, Cadwalader stated that it would undertake to furnish Cavell any additional information Cavell believed it needed to evaluate the propriety of the invoices (to the extent the information remained available), so long as Cavell first detailed, entry by entry, the specific, additional information it wanted and which it thought should have accompanied the invoices in the first place. Despite several requests that Cavell detail the specific inadequacies it perceived in Cadwalader's task descriptions, Cavell has not provided Cadwalader any particulars.

34. Rather than discuss particulars, Cavell has instead insisted upon an across-the-board discount. Cavell initially sought discounts ranging from 50% to 80% and, more recently, has sought a discount of roughly 30%. Cavell has indicated that it will not voluntarily pay more than 65% to 70% of the amounts billed to and which remain unpaid by OneBeacon and Seaton.

35. Cavell has not stated any legitimate basis that would entitle OneBeacon or Seaton to any discount, no less a substantial one.

36. Cavell's repeated offer to pay $1.4 million in full satisfaction of OneBeacon's and Seaton's open balances of $2,129,366.18 is tantamount to commercial extortion. Cavell has used its $1.4 million offer and other lowball offers of "compromise" in an effort to extract (or, perhaps, more accurately, extort) an unwarranted discount from Cadwalader.

37. Upon information and belief, Cadwalader is not the only law firm (or service vendor) that Cavell has sought to coerce into settling for substantially less compensation than had been agreed upon before services were actually performed.

38. Upon information and belief, during 2003, Cavell fabricated billing controversies with several law firms and vendors (Cadwalader included) as a pretext to secure discounts for OneBeacon and/or Seaton in disregard of contractual obligations and commitments.

39. Upon information and belief, one reason Cavell sought to fleece Cadwalader and others of monies rightfully due them is because Cavell's compensation and/or the compensation of one or more of Cavell's senior executives, is affected by Cavell's success in (i) deferring legitimate payments for as long as possible and (ii) reducing expenses (in particular, legal fees) at any cost and in any fashion.

AS A FIRST CAUSE OF ACTION –
BREACH OF CONTRACT AGAINST ONEBEACON

40. Cadwalader repeats and realleges the allegations contained in paragraphs 1 to 21 and 28 to 39 as though set forth here in full.

41. As requested by defendants OneBeacon and Cavell, Cadwalader rendered legal services to OneBeacon during the period October 1, 2001 through February 17, 2005, and incurred and/or paid disbursements and charges in connection with the performance of those legal services. Although OneBeacon had agreed before those time charges were recorded and before those expenses were incurred, to pay the time charges and expenses in full, OneBeacon has refused to pay a substantial portion of Cadwalader's recorded time charges and associated expenses from this period; OneBeacon has not paid $1,992,085.11 in fees or $36,818.46 in expenses, all of which OneBeacon had agreed it would pay.

42. On various dates from October 1, 2001 to February 17, 2005, Cadwalader sent various invoices to OneBeacon totaling $5,945,421.93 for attorneys' fees and $722,883.52 for disbursements. A summary of those invoices and the dates on which those invoices were rendered (the "OneBeacon Summary") is annexed as Exhibit A. Each invoice was accompanied by a detailed account containing: (i) a day-by-day description of the legal services provided by Cadwalader and a statement of the time spent by each Cadwalader attorney and staff member each day in the performance of those services and the dollar value of those services by timekeeper, by date; and (ii) a list of all disbursements and charges, together with receipts, where available, for those expenses in excess of $25.00.

43. Cadwalader has only received payments of $4,634,497.76 against these invoices. Thus, a balance of $2,028,903.57 remains due and owing. (The balance by individual invoice is reflected on the OneBeacon Summary.)

44. Despite demand, OneBeacon has failed and refused to pay to Cadwalader the $2,028,903.57 due and owing to Cadwalader, or any portion of this amount.

45. By reason of the foregoing, OneBeacon is liable to Cadwalader for the sum of $2,028,903.57, plus interest at New York's 9% statutory rate calculated from the date 30 days after the date of each unpaid invoice.

AS A SECOND CAUSE OF ACTION –
ACCOUNT STATED AGAINST ONEBEACON

46. Cadwalader repeats and realleges the allegations contained in paragraphs 1 to 21, 28 to 39, and 41 to 44 as though set forth here in full.

47. OneBeacon retained Cadwalader invoices numbered 542943, 582715, 588057, 595380, 480934, 503292, 526531, 530172, 534091, 537585, 542944, 547966, 551164, 556136, 582731, 588058, 595385, 600978, 508779, 514731, 517342, 520741, 534571, 538224,

544504, 547576, 555975, 558858, 583995, 591808, 600378, 526533, 534092, 537586, 542952, 547967, 551166, 556137, 588059, 595397, 524302, 534270, 537338, 544506, 547577, 573602 and 591574 (collectively, the "OneBeacon Invoices") for an unreasonable length of time before asserting any objections to any entries on any of those invoices. The amount of legal fees and disbursements that remain unpaid on those invoices is $1,358,496.76.

48. OneBeacon's failure to object within a reasonable time frame to the time charges and disbursements set forth on the OneBeacon Invoices established an account stated for the amounts shown as due and owing on those invoices.

49. By reason of the foregoing, OneBeacon is liable to Cadwalader for non-payment of an account stated totaling $1,358,496.76, of which $1,323,529.73 is fees and $34,967.03 is disbursements, plus interest.

AS A THIRD CAUSE OF ACTION –
QUANTUM MERUIT AGAINST ONEBEACON

50. Cadwalader repeats and realleges the allegations contained in paragraphs 1 to 21, 28 to 39 and 41 to 44 as though set forth here in full.

51. Between October 1, 2001 and February 17, 2005, Cadwalader performed certain legal services, and expended or incurred certain disbursements and charges in connection with providing legal services, to OneBeacon at OneBeacon's instance and request.

52. The legal services rendered by Cadwalader were not only requested by OneBeacon, but such services were also accepted by OneBeacon in connection with disputes between OneBeacon on the one hand and, on the other, one or more of OneBeacon's cedents or reinsurers.

53. Cadwalader expected payment for the legal services rendered to OneBeacon, as evidenced by the invoices requesting payment, as well as by various discussions

between Cadwalader and OneBeacon (and/or OneBeacon's representatives) regarding payment for legal services and associated disbursements.

54. The reasonable value of the unpaid legal services rendered by Cadwalader to OneBeacon at OneBeacon's instance and request, after crediting OneBeacon's payments, is not less than $1,992,085.11, and the value of the disbursements and charges incurred and/or paid by Cadwalader in connection with such legal services is $36,818.46.

55. Despite due demand, OneBeacon has failed and refused to pay Cadwalader any part of this $2,028,903.57.

56. By reason of the foregoing, One Beacon is liable to Cadwalader in quantum meruit, in an amount not less than $2,028,903.57, plus interest.

AS A FOURTH CAUSE OF ACTION –
UNJUST ENRICHMENT AGAINST ONEBEACON

57. Cadwalader repeats and realleges the allegations contained in paragraphs 1 to 21, 28 to 39 and 41 to 44 as though set forth here in full.

58. Cadwalader's performance of legal services for the benefit of OneBeacon required specialized legal knowledge and ability, a high level of legal expertise and commitment, and the utilization of valuable legal resources and personnel on the part of Cadwalader.

59. OneBeacon has benefited from the legal services provided by Cadwalader.

60. Upon information and belief, OneBeacon has sufficient resources with which to pay Cadwalader the amounts due to Cadwalader for its legal services, as well as all disbursements associated with those services.

61. By failing and refusing to pay Cadwalader as described above, OneBeacon has been unjustly enriched at the expense of Cadwalader, and is liable to Cadwalader in an amount not less than $2,028,903.57, plus interest.

AS A FIFTH CAUSE OF ACTION – BREACH OF CHAPTER 93A OF MGL AGAINST ONEBEACON AND CAVELL

62. Cadwalader repeats and realleges the allegations contained in paragraphs 1 to 21, 28 to 29 and 41 to 44 as though set forth here in full.

63. Chapter 93A of Massachusetts General Laws, as well as comparable provisions of New York law, prohibit unfair trade practices.

64. When a party acts in disregard of contractual arrangements with the intent of securing a benefit or an advantage for itself it commits an unfair trade practice under Massachusetts (and New York) law.

65. A party that deliberately withholds payment under a contract to use as a wedge to enhance bargaining power commits an unfair trade practice (within the meaning of chapter 93A and otherwise).

66. A party that fabricates a billing controversy as a pretext to secure a reduction in professional fees commits an unfair trade practice (within the meaning of chapter 93A and otherwise).

67. In the context of professional services, a party engages in an unfair trade practice if it withholds payment for the purpose of coercing the service provider to settle for substantially less compensation than the parties had agreed to before the services were performed.

68. Cavell, on behalf of itself and OneBeacon, made false representations about its intention to pay Cadwalader's invoices, never had any good faith basis for delaying payment of Cadwalader's invoices and withheld substantial portions of the amounts due to Cadwalader to force a favorable settlement.

69. Cavell's aforesaid conduct constitutes an unfair trade practice in violation of Chapter 93A of the Massachusetts General Laws (and comparable provisions of New York law), rendering Cavell and OneBeacon, Cavell's principal, liable for Chapter 93A damages in the amount of $10 million or such other amount as the Court may deem just and proper.

AS A SIXTH CAUSE OF ACTION –
BREACH OF CONTRACT AGAINST SEATON

70. Cadwalader repeats and realleges the allegations contained in paragraphs 1 to 7 and 22 to 39 as though set forth here in full.

71. As requested by defendants Seaton and Cavell, Cadwalader rendered legal services to Seaton during the period December 1, 2002 through April 21, 2003, and incurred and/or paid disbursements and charges in connection with the performance of those legal services. Although Seaton had agreed before those time charges were recorded and before those expenses were incurred, to pay the time charges and expenses in full, Seaton has only paid roughly one-quarter of Cadwalader's recorded time charges and associated expenses from this period; Seaton has not paid $84,366.50 in fees or $16,096.11 in expenses, all of which Seaton had agreed it would pay.

72. On various dates from January 21, 2003 to July 30, 2003, Cadwalader sent various invoices to Seaton totaling $132,534.86 for attorneys' fees and for disbursements. A summary of those invoices and the dates on which those invoices were rendered (the "Seaton Summary") is annexed as Exhibit B. Each invoice was accompanied by a detailed account containing: (i) a day-by-day description of the legal services provided by Cadwalader and a statement of the time spent by each Cadwalader attorney and staff member each day in the performance of those services and the dollar value of those services by timekeeper, by date; and (ii) a list of all disbursements and charges.

73. Cadwalader has only received two payments toward those invoices: one on September 15, 2003 and one on March 9, 2004. In all, Seaton remitted $32,072.25 to Cadwalader. Thus, a balance of $100,462.61 remains due and owing. (The balance by individual invoice is reflected on the Seaton Summary.)

74. Despite demand, Seaton has failed and refused to pay to Cadwalader the $100,462.61 due and owing to Cadwalader, or any portion of this amount.

75. By reason of the foregoing, OneBeacon is liable to Cadwalader for the sum of $100,462.61, plus interest at New York's 9% statutory rate calculated from the date 30 days after the date of each unpaid invoice.

AS A SEVENTH CAUSE OF ACTION –
ACCOUNT STATED AGAINST SEATON

76. Cadwalader repeats and realleges the allegations contained in paragraphs 1 to 7, 22 to 39 and 71 to 75 as though set forth at length.

77. Seaton retained Cadwalader invoices numbered 544348, 547582, 555988, 562425, 570162 and 558878 (collectively, the "Seaton Invoices") for an unreasonable length of time before asserting any objections to any entries on any of those invoices. The amount of legal fees and disbursements that remain unpaid on those invoices is $100,462.61.

78. Seaton's failure to object within a reasonable time frame to the time charges and disbursements set forth on the Seaton Invoices established an account stated for the amounts shown as due and owing on those invoices.

79. By reason of the foregoing, Seaton is liable to Cadwalader for non-payment of an account stated totaling $100,462.61, of which $84,366.50 is fees and $16,096.11 is disbursements, plus interest.

AS AN EIGHTH CAUSE OF ACTION –
QUANTUM MERUIT AGAINST SEATON

80. Cadwalader repeats and realleges the allegations contained in paragraphs 1 to 7, 22 to 39 and 71 to 75 as though set forth here at length.

81. Between December 1, 2002 and April 21, 2003, Cadwalader performed certain legal services, and expended or incurred certain disbursements and charges in connection with providing legal services, to Seaton at Seaton's instance and request.

82. The legal services rendered by Cadwalader were not only requested by Seaton, but such services were also accepted by Seaton in connection with a reinsurance dispute between it and one of its cedents.

83. Cadwalader expected payment for the legal services rendered to Seaton, as evidenced by the invoices requesting payment, as well as by various discussions between Cadwalader and Seaton and Seaton's representatives regarding payment for legal services and associated disbursements.

84. The reasonable value of the unpaid legal services rendered by Cadwalader to Seaton at Seaton's instance and request, after crediting Seaton's payment of $32,072.25, is not less than $84,366.50, and the value of the disbursements and charges incurred and/or paid by Cadwalader in connection with such legal services is $16,096.11.

85. Despite due demand Seaton has failed and refused to pay Cadwalader any part of this $100,462.61.

86. By reason of the foregoing, Seaton is liable to Cadwalader in quantum meruit, in an amount not less than $100,462.61, plus interest.

AS A NINTH CAUSE OF ACTION –
UNJUST ENRICHMENT AGAINST SEATON

87. Cadwalader repeats and realleges the allegations contained in paragraphs 1 to 7, 22 to 39 and 71 to 75 as though set forth here at length.

88. Cadwalader's performance of legal services for the benefit of Seaton required specialized legal knowledge and ability, a high level of legal expertise and commitment, and the utilization of valuable legal resources and personnel on the part of Cadwalader.

89. Seaton has benefited from the legal services provided by Cadwalader.

90. Upon information and belief, Seaton has sufficient resources with which to pay Cadwalader the amounts due to Cadwalader for its legal services, as well as all disbursements associated with those services.

91. By failing and refusing to pay Cadwalader as described above, Seaton has been unjustly enriched at the expense of Cadwalader, and is liable to Cadwalader in an amount not less than $100,462.61, plus interest.

AS A TENTH CAUSE OF ACTION –
BREACH OF CHAPTER 93A OF MGL AGAINST
SEATON AND CAVELL

92. Cadwalader repeats and realleges the allegations contained in paragraphs 1 to 7, 22 to 39 and 71 to 75 as though set forth here in full.

93. Cavell, on behalf of itself and as agent for Seaton, delayed payment of Cadwalader's invoices without any good faith basis and then withheld substantial portions (roughly 75%) of the amounts due to Cadwalader to coerce a favorable settlement.

94. Cavell's aforesaid conduct constitutes an unfair trade practice in violation of Chapter 93A of the Massachusetts General Laws (and comparable provisions of New York law), rendering Cavell and Seaton, Cavell's principal, liable for Chapter 93A damages in the amount of $10 million or such other amount as the Court may deem just and proper.

AS AN ELEVENTH CAUSE OF ACTION –
INTERFERENCE WITH CONTRACTUAL RELATIONS
AGAINST CAVELL

95. Cadwalader repeats and realleges the allegations contained in paragraphs 1 to 39 as though set forth here in full.

96. Cavell's improper conduct – in seeking to extract unwarranted concessions from Cadwalader on fees and disbursements – interfered with Cadwalader's relationships with OneBeacon (causing Cadwalader to withdraw as OneBeacon's counsel) and Seaton (causing Cadwalader to decline to represent Seaton in a second reinsurance dispute).

97. As a consequence of Cavell's improper interference with existing contracts and prospective advantage, Cadwalader has suffered damages in the form of lost fees.

98. By reason of the foregoing, Cavell is liable to Cadwalader in an amount not less than $6 million.

WHEREFORE, plaintiff, Cadwalader Wickersham & Taft LLP, demands judgment:

1. against defendant OneBeacon America Insurance Company on the first, second, third and fourth causes of action, awarding Cadwalader a total of not less than $2,028,903.57, plus interest;

2. against defendant Seaton Insurance Company on the sixth, seventh, eighth and ninth causes of action, awarding Cadwalader a total of not less than $100,462.61, plus interest;

3. against defendants OneBeacon America Insurance Company and Cavell Inc. (or either of them) on the fifth cause of action, awarding Cadwalader $10,000,000 or such other amount as to the Court deems just and proper;

4. against defendants Seaton Insurance Company and Cavell Inc. (or either of them) on the tenth cause of action, awarding Cadwalader $10,000,000 or such other amount as to the Court seems just and proper;

5. against defendant Cavell Inc. on the eleventh cause of action, awarding Cadwalader $6,000,000 or such other amount as to the Court deems just and proper; and

6. awarding Cadwalader the costs and disbursements of this action, together with such other and further (or alternative relief) as the Court deems appropriate.

Dated: New York, New York
April 28, 2005

CADWALADER, WICKERSHAM & TAFT LLP

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EXHIBIT A

ONE BEACON
INVOICES
OCTOBER 1, 2001 - FEBRUARY 17, 2005

FILE NUMBER	MATER NAME	INVOICE	DATE	FEES	DISBURSEMENTS	TOTAL	AMOUNT PAID	DATE PAID	WRITE-OFF	BALANCE DUE
52991.002	AIIC	479741	11/12/01	$1,748.00	$52.63	$1,800.63	1,800.63	11/21/01		-
52991.002	AIIC	485501	11/15/01	3,553.50	465.39	4,018.89	4,010.14	12/04/01	8.75	-
52991.002	AIIC	489234	12/12/01	2,475.00	2,973.38	5,448.38	5,448.38	01/31/02		-
52991.002	AIIC	494135	01/17/02	3,493.00	126.54	3,619.54	3,619.54	02/11/02		-
52991.002	AIIC	498018	02/14/02	4,816.00	144.02	4,960.02	4,854.62	03/26/02	105.40	-
52991.002	AIIC	501746	03/14/02	258.00	544.00	802.00	802.00	03/26/02		-
			TOTAL:	16,343.50	4,305.96	20,649.46	20,535.31		114.15	-
52991.003	SWISS RE	479062	10/31/01	39,055.00	1,439.78	40,494.78	40,494.78	01/11/02		-
52991.003	SWISS RE	481776	10/23/01	15,302.50	396.62	15,699.12	15,699.12	01/11/02		-
52991.003	SWISS RE	486029	11/20/01	80,703.00	4,258.00	84,961.00	84,961.00	04/23/02		-
52991.003	SWISS RE	489471	12/13/01	110,355.00	7,448.69	117,803.69	15,414.57	04/22/02		
							102,389.12	02/28/03		-
52991.003	SWISS RE	496484	02/08/02	124,713.50	9,479.47	134,192.97	134,048.20	04/23/02	144.77	-
52991.003	SWISS RE	499864	02/28/02	147,327.00	11,805.04	159,132.04	159,132.04	04/23/02		-
52991.003	SWISS RE	503291	03/29/02	115,192.50	4,458.04	119,650.54	118,135.60	07/16/02	1,514.94	-
52991.003	SWISS RE	506594	04/25/02	51,477.00	4,504.19	55,981.19	55,981.19	07/23/02		-
52991.003	SWISS RE	509617	05/17/02	84,576.50	1,049.50	85,626.00	85,626.00	07/23/02		-
52991.003	SWISS RE	512775	06/30/02	34,890.50	5,515.52	40,406.02	40,406.02	10/14/02		-
52991.003	SWISS RE	518399	07/30/02	0.00	521.35	521.35	430.35	08/19/02		
							91.00	11/21/02		-
52991.003	SWISS RE	526530	09/27/02	280.50	4,048.38	4,328.88	4,328.88	09/27/02		-
52991.003	SWISS RE	537583	12/11/02	1,764.00	78.93	1,842.93	1,842.93	08/18/03		-
52991.003	SWISS RE	542943	01/13/03	32,638.00	191.54	32,829.54	16,510.54	08/19/03		16,319.00
52991.003	SWISS RE	547964	03/04/03	109.40	25.73	135.13	135.13	08/19/03		-
52991.003	SWISS RE	551163	03/13/03	0.00	121.14	121.14	121.14	08/19/03		-
52991.003	SWISS RE	556143	04/23/03	0.00	115.44	115.44	115.44	08/19/03		-
52991.003	SWISS RE	560634	06/02/03	34,587.00	208.01	34,795.01	20,311.79	08/19/03		14,483.22
52991.003	SWISS RE	567593	07/16/03	2,086.00	140.49	2,226.49	1,274.13	10/29/03		952.36
52991.003	SWISS RE	562354	06/25/03	1,936.00	367.35	2,303.35	2,303.35	10/29/03		-
52991.003	SWISS RE	579147	09/23/03	36,112.00	5,902.68	42,014.68	32,358.26	10/29/03		9,656.42
52991.003	SWISS RE	582715	10/20/03	68,527.50	1,603.13	70,130.63	-	-		70,130.63
52991.003	SWISS RE	588057	11/24/03	667.50	3,860.72	4,528.22	-	-		4,528.22
52991.003	SWISS RE	595380	01/27/04	0.00	13.91	13.91	-	-		13.91
52991.003	SWISS RE	610921	04/15/04	0.00	852.41	852.41	-	-		852.41
			TOTAL:	982,300.40	68,406.06	1,050,706.46	932,110.58		1,659.71	116,936.17

EXHIBIT A

ONE BEACON
INVOICES
OCTOBER 1, 2001 - FEBRUARY 17, 2005

FILE NUMBER	MATER NAME	INVOICE	DATE	FEES	DISBURSEMENTS	TOTAL	AMOUNT PAID	DATE PAID	WRITE-OFF	BALANCE DUE
52991.004	SWISS RE-ARB	479104	10/11/01	14,669.00	887.68	15,556.68	15,556.68	11/07/01		-
52991.004	SWISS RE-ARB	480934	10/23/01	14,667.50	864.48	15,531.98	9,210.48	10/29/03		6,321.50
52991.004	SWISS RE-ARB	486030	11/20/01	21,032.00	909.09	21,941.09	21,941.09	04/23/02		-
52991.004	SWISS RE-ARB	489488	12/13/01	105,983.00	11,896.05	117,879.05	117,879.05	01/02/03		-
52991.004	SWISS RE-ARB	496488	02/07/02	24,369.00	1,694.31	26,063.31	26,063.31	12/24/02		-
52991.004	SWISS RE-ARB	497366	02/28/02	12,257.00	316.49	12,573.49	12,573.49	04/23/02		-
52991.004	SWISS RE-ARB	503292	03/29/02	17,698.50	72.57	17,771.07	12,287.28	12/24/02		
							3,515.07	10/29/03		1,968.72
52991.004	SWISS RE-ARB	506595	04/25/02	9,193.50	245.98	9,439.48	9,439.48	05/20/02		-
52991.004	SWISS RE-ARB	509618	05/15/02	2,731.50	2.13	2,733.63	2,733.63	05/31/02		-
52991.004	SWISS RE-ARB	512535	06/30/02	37,449.00	53.45	37,502.45	37,502.45	10/14/02		-
52991.004	SWISS RE-ARB	518400	07/30/02	40,025.00	673.04	40,698.04	40,698.04	10/14/02		-
52991.004	SWISS RE-ARB	526531	09/27/02	68,170.50	8,997.07	77,167.57	45,625.57	08/19/03		31,542.00
52991.004	SWISS RE-ARB	530172	10/22/02	33,350.00	302.73	33,652.73	24,388.23	08/19/03		9,264.50
52991.004	SWISS RE-ARB	534091	011/13/02	39,589.00	323.07	39,912.07	23,096.07	08/19/03		16,816.00
52991.004	SWISS RE-ARB	537585	12/11/02	34,932.00	25.36	34,957.36	10,940.36	08/19/03		24,017.00
52991.004	SWISS RE-ARB	542944	01/13/03	16,535.00	9.79	16,544.79	681.79	08/19/03		15,863.00
52991.004	SWISS RE-ARB	547966	03/04/03	27,672.00	1.89	27,673.89	483.06	08/19/03		27,190.83
52991.004	SWISS RE-ARB	551164	03/13/03	5,712.00	5.60	5,717.60	1,321.60	08/19/03		4,396.00
52991.004	SWISS RE-ARB	556136	04/23/03	21,008.00	0.08	21,008.08	14,577.60	08/19/03		6,430.48
52991.004	SWISS RE-ARB	560633	06/02/03	3,300.00	0.00	3,300.00	3,102.00	08/19/03		198.00
52991.004	SWISS RE-ARB	562359	06/25/03	1,276.00	8.60	1,284.60	8.60	10/29/03		1,276.00
52991.004	SWISS RE-ARB	567594	07/16/03	4,620.00	5.99	4,625.99	761.99	10/29/03		3,864.00
52991.004	SWISS RE-ARB	579148	09/23/03	195,159.50	1,520.82	196,680.32	84,704.24	10/29/03		111,976.08
52991.004	SWISS RE-ARB	582731	10/20/03	11,115.00	2,394.82	13,509.82	-	-		13,509.82
52991.004	SWISS RE-ARB	588058	11/24/03	222.50	588.85	811.35	-	-		811.35
52991.004	SWISS RE-ARB	595385	01/27/04	0.00	2,360.73	2,360.73	-	-		2,360.73
52991.004	SWISS RE-ARB	600978	02/18/04	0.00	192.04	192.04	-	-		192.04
			TOTAL:	762,736.50	34,352.71	797,089.21	519,091.16			277,998.05
52991.005	EMLICO	480645	10/26/01	214,921.50	13,814.47	228,735.97	228,735.97	12/18/01		-
52991.005	EMLICO	484796	11/15/01	418,028.50	52,009.92	470,038.42	470,038.42	12/18/01		-
52991.005	EMLICO	486193	11/09/01	0.00	16,591.58	16,591.58	16,591.58	11/09/01		-
52991.005	EMLICO	492096	12/31/01	18,872.50	25,972.64	44,845.14	44,845.14	06/13/02		-
52991.005	EMLICO	494731	01/23/02	13,058.50	18,249.82	31,308.32	31,308.32	06/13/02		-
52991.005	EMLICO	496226	01/31/02	0.00	32,167.72	32,167.72	32,167.72	02/05/02		-

EXHIBIT A

ONE BEACON
INVOICES
OCTOBER 1, 2001 - FEBRUARY 17, 2005

FILE NUMBER	MATER NAME	INVOICE	DATE	FEES	DISBURSEMENTS	TOTAL	AMOUNT PAID	DATE PAID	WRITE-OFF	BALANCE DUE
52991.005	EMLICO	497302	02/28/02	209,734.50	53,477.46	263,211.96	260,487.20	06/13/02	2,724.76	
52991.005	EMLICO	502474	03/22/02	36,430.50	4,076.62	40,507.12	40,101.62	06/13/02	405.50	
52991.005	EMLICO	506909	04/26/02	81,194.00	2,445.31	83,639.31	83,639.31	06/13/02		-
52991.005	EMLICO	508779	05/09/02	53,953.50	1,004.47	54,957.97	20,068.47	10/29/03		34,889.50
52991.005	EMLICO	514731	06/27/02	55,806.00	2,769.81	58,575.81	26,023.81	08/21/03		32,552.00
52991.005	EMLICO	517342	07/17/02	35,552.00	1,546.72	37,098.72	12,310.22	08/21/03		24,788.50
52991.005	EMLICO	520741	08/21/02	74,158.50	2,376.71	76,535.21	34,277.21	08/21/03		42,258.00
52991.005	EMLICO	524301	09/13/02	67,709.50	10,195.10	77,904.60	77,904.60	01/02/03		-
52991.005	EMLICO	530640	10/31/02	74,832.70	11,753.41	86,586.11	86,586.11	01/02/03		-
52991.005	EMLICO	534571	11/18/02	83,796.50	12,222.02	96,018.52	67,287.52	08/21/03		28,731.00
52991.005	EMLICO	538224	12/16/02	144,857.00	7,582.27	152,439.27	82,371.77	08/21/03		70,067.50
52991.005	EMLICO	544504	01/23/03	211,022.10	5,918.47	216,940.57	102,977.57	08/21/03		113,963.00
52991.005	EMLICO	547576	02/20/03	167,472.00	16,069.11	183,541.11	113,601.16	08/21/03		69,939.95
52991.005	EMLICO	555975	04/21/03	339,409.50	19,483.37	358,892.87	143,738.21	08/21/03		215,154.66
52991.005	EMLICO	558858	05/28/03	176,496.00	31,572.62	208,068.62	99,719.80	08/21/03		108,348.82
52991.005	EMLICO	562363	03/02/03	495,803.00	49,007.95	544,810.95	314,107.13	10/29/03		230,703.82
52991.005	EMLICO	567442	08/01/03	180,698.50	94,406.20	275,104.70	121,603.06	10/29/03		153,501.64
52991.005	EMLICO	573601	08/28/03	30,020.50	23,623.52	53,644.02	51,060.24	10/29/03		2,583.78
52991.005	EMLICO	578513	09/19/03	21,634.70	8,603.06	30,237.76	23,873.08	10/29/03		6,364.68
52991.005	EMLICO	583995	10/30/03	22,160.00	436.88	22,596.88	-	-		22,596.88
52991.005	EMLICO	591808	12/17/03	9,295.50	7,796.06	17,091.56	-	-		17,091.56
52991.005	EMLICO	600378	02/18/04	0.00	551.93	551.93	-	-		551.93
52991.005	EMLICO	606063	03/24/04	0.00	363.04	363.04	-	-		363.04
52991.005	EMLICO	612201	04/27/04	3,587.00	278.67	3,865.67	-	-		3,865.67
52991.005	EMLICO	619187	06/17/04	1,780.00	235.45	2,015.45	-	-		2,015.45
52991.005	EMLICO	624677	07/31/04	56.50	0.00	56.50	56.50	08/04/04		-
52991.005	EMLICO	649350	01/12/05	435.50	46.70	482.20	-	-		482.20
52991.005	EMLICO	653893	02/17/05	2,363.00	24.12	2,387.12	-	-		2,387.12
			TOTAL:	3,245,139.50	526,673.20	3,771,812.70	2,585,481.74		3,130.26	1,183,200.70
52991.006	AEIC V. SWISS	486031	11/20/01	36,822.00	393.41	37,215.41	37,215.41	04/02/02		-
52991.006	AEIC V. SWISS	489484	12/13/01	0.00	41.67	41.67	41.67	01/15/02		-
52991.006	AEIC V. SWISS	493295	01/14/02	0.00	51.61	51.61	51.61	02/06/02		-
52991.006	AEIC V. SWISS	499861	02/28/02	4,175.50	74.35	4,249.85	4,249.85	03/26/02		-
52991.006	AEIC V. SWISS	506596	04/25/02	0.00	483.95	483.95	483.95	05/15/02		-
52991.006	AEIC V. SWISS	512539	06/30/02	2,080.50	4.32	2,084.82	2,084.82	07/22/02		-
52991.006	AEIC V. SWISS	518401	07/30/02	11,016.00	13.65	11,029.65	11,029.65	10/14/02		-

EXHIBIT A

ONE BEACON
INVOICES
OCTOBER 1, 2001 - FEBRUARY 17, 2005

FILE NUMBER	MATER NAME	INVOICE	DATE	FEES	DISBURSEMENTS	TOTAL	AMOUNT PAID	DATE PAID	WRITE-OFF	BALANCE DUE
52991.006	AEIC V. SWISS	526533	09/27/02	39,757.00	363.27	40,120.27	9,964.27	08/28/03		30,156.00
52991.006	AEIC V. SWISS	530173	10/22/02	44,072.00	3,434.39	47,506.39	47,506.39	01/02/03		-
52991.006	AEIC V. SWISS	534092	11/13/02	62,875.50	2,923.15	65,798.65	29,987.15	08/19/03		35,811.50
52991.006	AEIC V. SWISS	537586	07/11/02	54,386.00	4,198.18	58,584.18	35,810.68	08/19/03		22,773.50
52991.006	AEIC V. SWISS	542952	01/13/03	57,061.50	2,196.69	59,258.19	30,740.19	08/21/03		28,518.00
52991.006	AEIC V. SWISS	547967	03/04/03	91,713.00	4,561.32	96,274.32	30,694.26	08/21/03		65,580.06
52991.006	AEIC V. SWISS	551166	03/13/03	81,474.00	3,612.47	85,086.47	22,384.27	08/19/03		62,702.20
52991.006	AEIC V. SWISS	556137	04/23/03	73,426.50	7,686.93	81,113.43	57,381.44	08/19/03		23,731.99
52991.006	AEIC V. SWISS	560636	06/02/03	4,110.00	86.91	4,196.91	3,950.31	08/19/03		246.6
52991.006	AEIC V. SWISS	567595	07/16/03	0.00	1,216.19	1,216.19	1,216.19	11/05/03		-
52991.006	AEIC V. SWISS	579149	09/23/03	2,050.50	10.03	2,060.53	1,253.65	10/29/03		806.88
52991.006	AEIC V. SWISS	584646	11/05/03	10.03	0.00	10.03	10.03	11/05/03		-
52991.006	AEIC V. SWISS	588059	11/12/03	89.00	114.09	203.09	-	-		203.09
52991.006	AEIC V. SWISS	595397	01/27/04	0.00	69.95	69.95	-	-		69.95
		610925	04/15/04	0.00	51.04	51.04	-	-		51.04
			TOTAL:	565,119.03	31,587.57	596,706.60	326,055.79			270,650.81
52991.007	GERLING GLOBAL	485049	11/16/01	4,713.00	0.00	4,713.00	4,713.00	12/03/01		-
52991.007	GERLING GLOBAL	494732	01/23/02	1,289.50	178.74	1,468.24	1,468.24	02/12/02		-
52991.007	GERLING GLOBAL	498846	02/27/02	598.00	20.00	618.00	618.00	03/19/02		-
52991.007	GERLING GLOBAL	502322	03/26/02	446.00	15.43	461.43	461.43	04/15/02		-
52991.007	GERLING GLOBAL	506427	04/23/02	8,905.00	0.00	8,905.00	8,905.00	05/07/02		-
52991.007	GERLING GLOBAL	508741	05/09/02	6,594.00	105.40	6,699.40	6,699.40	05/21/02		-
52991.007	GERLING GLOBAL	514732	06/27/02	8,391.00	710.50	9,101.50	9,101.50	07/22/02		-
52991.007	GERLING GLOBAL	517343	08/06/02	2,933.00	73.76	3,006.76	3,006.76	08/19/02		-
52991.007	GERLING GLOBAL	520742	08/21/02	10,465.00	171.93	10,636.93	10,636.93	12/24/02		-
52991.007	GERLING GLOBAL	524302	09/12/02	11,542.00	38.59	11,580.59	6,740.59	08/27/03		4,840.00
52991.007	GERLING GLOBAL	534270	11/14/02	3,983.50	303.89	4,287.39	2,247.39	08/27/03		2,040.00
52991.007	GERLING GLOBAL	537338	12/10/02	12,790.50	4,122.33	16,912.83	6,217.83	08/27/03		10,695.00
52991.007	GERLING GLOBAL	544506	01/23/03	34,872.50	11,484.70	46,357.20	30,470.80	08/19/03		15,886.40
52991.007	GERLING GLOBAL	547577	02/19/03	26,673.50	4,670.62	31,344.12	23,448.00	10/29/03		7,896.12
52991.007	GERLING GLOBAL	555977	04/29/03	127,507.00	7,072.83	134,579.83	61,884.23	04/29/03		72,695.60
52991.007	GERLING GLOBAL	558861	05/28/03	111,715.50	6,802.12	118,517.62	67,436.82	08/19/03		51,080.80
52991.007	GERLING GLOBAL	562403	07/02/03	170.00	5,939.90	6,109.90	6,109.90	10/24/03		-
52991.007	GERLING GLOBAL	567443	07/30/03	194.00	863.36	1,057.36	1,057.36	10/24/03		-
52991.007	GERLING GLOBAL	573602	09/10/03	0.00	14,906.59	14,906.59	-	-		14,906.59
52991.007	GERLING GLOBAL	591574	12/17/03	0.00	77.33	77.33	-	-		77.33
			TOTAL:	373,783.00	57,558.02	431,341.02	251,223.18			180,117.84
			GRAND TOTAL:	$5,945,421.93	$722,883.52	$6,668,305.45	$4,634,497.76		$4,904.12	$2,028,903.57

EXHIBIT B

SEATON
INVOICES
JANUARY 21, 2003 - JULY, 30 2003

FILE NUMBER	MATER NAME	INVOICE	DATE	FEES	COSTS	TOTAL	AMOUNT PAID	DATE PAID	BALANCE DUE
53740.001	BERKSHIRE-FIRST STATE/SEATON	544348	01/21/03	$865.95	$3,858.29	$4,724.24	3,916.94	09/15/03	
							2.00	03/09/04	805.30
53740.001	BERKSHIRE-FIRST STATE/SEATON	547582	02/19/03	77,469.85	14,420.34	91,890.19	-	-	91,890.19
53740.001	BERKSHIRE-FIRST STATE/SEATON	555988	04/21/03	12,072.85	18,932.76	31,005.61	28,153.31	09/15/03	2,852.30
53740.001	BERKSHIRE-FIRST STATE/SEATON	558878	05/28/03	3,156.60	443.74	3,600.34	-	-	3,600.34
53740.001	BERKSHIRE-FIRST STATE/SEATON	562425	07/02/03	82.45	1,205.03	1,287.48	-	-	1,287.48
53740.001	BERKSHIRE-FIRST STATE/SEATON	570162	07/30/03	0.00	27.00	27.00	-	-	27.00
			Total:	**$93,647.70**	**$38,887.16**	**$132,534.86**	**$32,072.25**		**$100,462.61**